



# Website Maintenance Agreement

**NB: "I", or "my" refers to the entity (or person legally allowed enter into this agreement on behalf of an entity, or group) signing into the agreement and "The Company", in any case refers to Fast Food Sites. For interpretation, consult Fast Food Sites.**

I, INSERT NAME of INSERT BUSINESS ADDRESS

Agree to the following website maintenance agreement:

- 1) I hereby give my consent to the owners and/or staff of Fast Food Sites (herein known as "the company") to build, publish and maintain a website on my behalf by any means the company chooses. The website may have previously been built by the company. I am agreeing to all points in this document.
- 2) The number of pages may vary, depending on my selected product, or service, which is subject to add-ons and removal of pages. Removal of a page does not entitle me, the client, to a free page, or credit. Full page changes may be considered to be a new page and may incur building fees as normal, where the company is asked to make the changes.
- 3) A page is considered to be up to 900 pixels wide and up to 1000 pixels long and may be populated by appropriate text and images. Unsuitable text, or images may be edited, or removed by the company.
- 4) I understand that the website is under the guardianship and control of the company (if applicable, the registrant of my chosen domain name below). This includes, where applicable, the control of the rights to the domain name registered by the company and all content published and unpublished on the website.
- 5) In certain circumstances, the primary domain name may not be under the control of the company and the company may use an alternative domain to anchor the website to a selected host, where appropriate. Where the company is not in control of the domain, or the domain is not registered to the company, the client is responsible for keeping control of the registered domain and making all payments due for maintaining the domain name.
- 6) I understand that the company will build and publish the website with my guidance, if required. I will provide requested details for website content when requested, in a timely manner. I will provide all information necessary to complete the works on the website.
- 7) The company cannot be held responsible, or liable for unforeseen circumstances, or circumstances outside of the control of the company, which may occur and cause a temporary loss of service. The company is not responsible, or liable for any loss, or damage resulting from website errors, or downtime.
- 8) I understand that I can, on occasion make requests for details to be changed or added to the content of the website. Changes may be made free of charge at the discretion of the company, where they are very minor, such as contact details changes, which are rare and infrequent. Some changes will attract charges, depending on the work requested and is at the discretion of the company.
- 9) Where website access is granted via the use of a Content Management System (CMS) service, offered by the company, I agree to use this service responsibly and will refrain from publishing offensive, illegal, copyright, or any questionable material to the website. Should there be any reasonable doubt, as to the content to be published, I will first seek advice from the company, via email and if necessary, advice from a copyrighter, solicitor, or other suitably qualified professional.
- 10) Where website access is granted, I will take steps to prevent third parties from accessing the website. The login details to access the website will not be shared with any other person, without the written consent of the company. Where a page requires an internal intervention, resulting from external errors made via CMS access, a fee may become due for repairing the damage, by means of reverting the website to the last available internal back-up point.
- 11) If I am to seek the services of a professional SEO Company, I fully understand that I must first inform the company, who may then grant access and FTP login details to me, for the sole use of the SEO Company and no other party. A fee will be payable for this service, which allows access to the website code. I understand that I am responsible for the work carried out by any SEO Company, or individual, who access the website via the provided, or amended login details.
- 12) General monthly maintenance fees may include the reasonable cost of a ".com/.net/.ie" domain renewal and website hosting, if the domain is registered with the company. Otherwise, domain renewal will be my own expense. The company will notify me when requested changes have been made and will be given a reasonable amount of time to carry out requested works, taking into account the complexity of requested works.
- 13) The company will set up one email account, if requested. I understand that I am responsible for the email account and take it upon myself to set up suitable anti-spam and anti-virus precautionary measures. I am also responsible for storing and deleting messages. The company accepts no responsibility for the email account.
- 14) Adding additional pages may incur a building fee; the price of which will be made available by the company. I will cover the agreed monthly maintenance fees at all times and will cover agreed increases in monthly or annual fees where applicable. I agree to additional fees being charged for missed payments, which are fair and reasonable.
- 15) The maintenance and rental fees are set by the company. I agree to subscribe to this fee for a minimum of 12 months excluding any trial periods.
- 16) I understand that the company has no control over some external costs (such as hosting), which may arise and be required for the running and maintenance of the website. These fees may be requested by the company, if and when they arise and may require a new website maintenance agreement and/or fee to be put in place. The company may absorb these fees from time to time, at its own discretion.



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- 17) I am responsible for ensuring that the monthly fees are paid on time. I agree that the company will wait no longer than 5 working days for the monthly fee to reach the designated account, after which the company may withdraw service until payment is made in full, plus bank and admin fees. In the event of a full calendar month passing without payment, I agree to pay a set-up fee to reconnect the website, plus any outstanding charges, which may have accrued, including the unpaid month(s) if the non-payment was within the minimum 12 month period of this contract.
- 18) I understand that the company, on occasion may be unable to carry out work during holiday periods. The company will endeavour to give 5 working days notice of any holiday period. The company will not be available to respond to any requests from December 24<sup>th</sup> until January 2<sup>nd</sup> of any year and no further notice is necessary for these dates. This period is extended when these dates fall on weekends and/or pre-arranged holiday periods, Public, or Bank holidays.
- 19) I understand that I am entering into a minimum 12 month agreement with the company. This agreement supersedes any other applicable agreement signed prior to this agreement. After the minimum period, this agreement will be in force until any changes are made, which would affect the agreement.
- 20) I understand that both the company and I have the right to terminate this agreement after the minimum period by giving at least 30 days notice in writing to the other party. I am responsible for all fees accrued within that period.
- 21) In the event of terminating this agreement; relevant domain names, registered to the company may be released, or sold at the discretion of the company. I am responsible for fees still owed to the company, under this contract.
- 22) I understand that in the event of this agreement coming to a close, the content of the website, unless otherwise agreed, remains to be the property of the company.
- 23) I understand that I may cancel this agreement if the company is shown to breach any of the agreement above. Such action may only be taken within a 30 day period from the date the breach occurred. The notice period must still be honoured in any event. This right is forwarded to the company if any breach is initiated by me.
- 24) In the event that I terminate this agreement, prior to the 12 months, I may be held accountable for charges accruing up to the end of the 12 month agreement.
- 25) It is not the responsibility of the company to reach any ranking or score with search engines. The company will however, use basic search engine optimisation techniques to improve ranking. Advertising of the website is entirely my responsibility.
- 26) All invoiced fees for website development and ancillary costs must be paid within the time specified in the invoice.
- 27) Where equipment is supplied as part of the service offering, I take full responsibility for the care of the equipment and will be responsible for any damage caused to said equipment, whether accidental, or intentional and I further undertake to cover the cost of repair, or replacement, including any costs associated with the repair, or replacement, such as setup/collection/delivery fees.
- 28) Where hardware is rented from the company, I agree to take proper care of the hardware and return any equipment in the same condition as when supplied, saving for reasonable wear and tear from use of the equipment. The company may offer to purchase equipment originally sold to me at a discounted rate, should the equipment no longer be required.
- 29) I am responsible for any consumables in relation to supplied equipment and will use only quality consumables, so as not to risk damage to the equipment by using low quality consumable items.
- 30) The company will configure, test and display the functioning website and equipment (if any) prior to officially launching the website. Free training will then be provided by the company, where a Content Management System (CMS) is installed onto the website.
- 31) I am responsible for any changes made to the website, or booking/ordering systems. In the event that any system, or software is corrupted, or removed as a result of client access, I am responsible for any costs associated with returning the website and related software, or equipment to their prior functional states.
- 32) I am responsible for any data transmitted, or collected via the website, or related systems and will have appropriate security measures in place, in order to protect data transmitted/received.

I agree to all points above and confirm that no alterations have been made to this document.

Domain Name:      www. \_\_\_\_\_

Company: \_\_\_\_\_ Position: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE**

Acceptance by the company

I have the authority to approve this agreement on behalf of the company

Print Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_